

**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 19, 2022
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking)*

Minutes:

- [1.](#) Mayor and Council Minutes of December 5, 2022

New Business:

- [2.](#) (4) New 2022 & 2023 Alcohol Beverage Applications
- [3.](#) Master Services Agreement with Cyber Watch Systems Consulting Services
- [4.](#) General Construction Agreement with Shaw Integrated and Turf Solutions for Dalton Parks and Recreation Synthetic Turf Replacement Projects
- [5.](#) Resolution 22-12 Authorizing the Purchase of Real Property Located at 133 Huntington Road
- [6.](#) Resolution 22-16 Resolution Accepting Donation Of Real Property Of Delores Penley Howalt, Individually And Delores Penley Howalt, As Trustee Of The Delores Penley Howalt Living Trust U/A Dated September 22, 2021
- [7.](#) Appointments

Supplemental Business:

Announcements:

- [8.](#) City offices will be closed Friday, December 23 and Monday, December 26, 2022 for the Christmas holidays and Monday, January 2, 2023 for New Years. The next City Council meeting will be held Tuesday, January 17, 2023.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
DECEMBER 5, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Sams, Dennis Mock, Tyree Goodlett and Steve Farrow, City Attorney Terry Miller and City Administrator Andrew Parker.

CALL TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of November 14, 2022. On the motion of Council member Sams, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

2023 ALCOHOL BEVERAGE APPLICATIONS

The Mayor and Council reviewed the (137) 2023 Alcohol Beverage Application Renewals. On the motion of Council member Sams, second Council member Mock, the Renewals were approved. A copy of this complete list is a part of these minutes. The vote was unanimous in favor.

ORDINANCE 22-30 - MARIA AGUILAR REZONING REQUEST

Asst. Planning Director-Northwest Georgia Regional Commission Ethan Calhoun presented the request of Maria Aguilar to rezone from Low Density Single Family Residential (R-2) to Transitional Residential (R-6) a tract of land totaling 0.28 acres located at 800 Luckie Street, Dalton, Georgia. Parcel (12-200-07-078). After some discussion, on the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the request with a R-5 zoning not R-6. The vote was unanimous in favor.

ORDINANCE 22-31 – TAMMY HERNDON REZONING REQUEST

Asst. Planning Director-Northwest Georgia Regional Commission Ethan Calhoun presented the request of Tammy Herndon to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) a tract of land totaling 0.39 acres located at 207 Jones Street, Dalton, Georgia. Parcels (12-220-10-009, and 013). On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the request. The vote was unanimous in favor.

ORDINANCE 22-32 - JAMES SUTTLES REZONING REQUEST

Asst. Planning Director-Northwest Georgia Regional Commission Ethan Calhoun presented the request of James Suttles to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.11 acres located at 842 McAfee Street, Dalton, Georgia. Parcel (12-218-02-068). On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the request. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL LAND SURVEYORS, LLC

Public Works Director Chad Townsend presented the Professional Services Agreement with Professional Land Surveyors, LLC in the amount of \$31,000 for Additional Surveys within the Walnut North and North Glenwood Drainage Improvement Projects. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

RSC WEST HILL DRAINAGE IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT AWARD

Public Works Director Chad Townsend presented RSC West Hill Drainage Improvements Project Construction Contract Award to B and J Reed Construction, LLC. in the amount of \$833,465.75. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

RESOLUTION 22-13 - REAPPORTION THE VOTING WARDS/DISTRICTS FOR ELECTION

City Administrator Andrew Parker presented Resolution 22-13 To Request The Legislative Delegation Representing The City Of Dalton In The 2023 General Assembly Of Georgia To Introduce Local Legislation To Amend The City's Charter To Reapportion The Voting Wards/Districts For Election Of Members Of The Mayor And Council In Accordance With The 2020 Decennial Census And In Accordance With All Requirements Of Federal And State Law; To Send Census Block Data And Geographic Boundary Data In Conjunction Herewith. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the Resolution. The vote was unanimous in favor.

RESOLUTION 22-14 ADOPTION OF PROPOSED 2023 BUDGET

CFO Cindy Jackson presented Resolution 22-14 Adoption of Proposed 2023 Budget for The General Fund, Debt Service Fund, Capital Projects Fund, And Special Revenue Funds. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the Resolution to adopt the FY2023 Budget for the City of Dalton. The vote was unanimous in favor. A copy of this budget is a part of these minutes.

FY-2022 BUDGET AMENDMENT #5

CFO Cindy Jackson presented the FY-2022 Budget Amendment #5 that adjusts various governmental funds to projected year end results. On the motion of Council member Goodlett, second Council member Sams, the Mayor and Council approved the Amendment. The vote was unanimous in favor.

RESOLUTION 22-15 – REQUEST FOR FINANCIAL ASSISTANCE FROM THE STATE OF GEORGIA FOR THE DALTON MUNICIPAL AIRPORT

Airport Director Andrew Wiersma presented Resolution 22-15, a Resolution of The Mayor and Council Requesting Financial Assistance from The State of Georgia For the Dalton Municipal Airport in The Amount Of \$2,250,000 In Support of Hangar Development. On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the Resolution. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:28 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/19/2022

Agenda Item: 2022 / 2023 Alcohol Beverage Application

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

(4) New 2022 & 2023 Alcohol Beverage Applications

2022 & 2023 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MODAY DECEMBER 19, 2022

(4) 2022 & 2023 ALCOHOL APPLICATION(S)

1. Business Owner: Rapids Foodmart Inc.
d/b/a: Rapids
Applicant: Candy Garnica
Business Address: 1016 N. Glenwood Ave.
License Type: Package Beer, Package Wine (Convenience Store / Gas Station)
Disposition: **New**

2. Business Owner: First Step 0532, LLC
d/b/a: Underwood Market
Applicant: Ajay A. Patel
Business Address: 532 Underwood St. Suite B
License Type: Package Beer, Package Wine (Convenience Store)
Disposition: **New**

3. Business Owner: Super D Market, LLC
d/b/a: Super D Market
Applicant: Nancy Hernandez
Business Address: 1523 East Morris St. Suite 2
License Type: Package Beer Convenience Store)
Disposition: **New**

4. Business Owner: Mariscos Costa Alegre, LLC
d/b/a: Mariscos Costa Alegre
Applicant: Mayra Hernandez
Business Address: 603 Fleming St.
License Type: Pouring Beer, Pouring Wine, Pouring Liquor (Restaurant)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: Dec 19th, 2022

Agenda Item: Cyber Watch Systems Consulting Services

Department: Information Technology

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes

Cost: \$5,925

Funding Source if Not in Budget I.T. - General Funds

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Cyber Watch Systems is a cyber security team that focuses on emerging risks and threat protection solutions, as well as policy creation and strategic planning. We are looking to enter this contract with Cyber watch systems to aid us in the creation of a security roadmap according to our current security posture and risk level. The project will be set not to exceed the total of \$5,925. That will come from IT department's General operating budget.



MASTER SERVICES AGREEMENT

Between City of Dalton and Cyber Watch Systems LLC

This AGREEMENT is made effective as of this ____ day of , 202__ between Cyber Watch Systems, LLC, a Texas limited liability company with offices at 5717 Legacy Drive Suite 250, Plano, TX 75024 (hereinafter referred to as "CWS" or "Cyber Watch Systems"), and Customer_____, a _____, with principal place of doing business at _____ (hereinafter referred to as the "Customer").

1. PURPOSE

This Agreement sets forth terms and conditions under which Cyber Watch Systems agrees to provide and Customer agrees to accept and pay for services as specified below.

2. NATURE AND SCOPE OF SERVICES TO BE PROVIDED BY CYBER WATCH SYSTEMS:

- (a) Cyber Watch Systems will deliver the services specified in the Statement(s) of Work to be attached hereto as appendices, as may be amended, supplemented or replaced from time to time by the written consent or agreement of the parties.
- (b) . All services ordered by Customer will be specified on a Statement of Work, the terms and conditions of which will expressly be incorporated and made a part of this Agreement, that will define the scope of the work or service, the charges, the terms and conditions of payment, and any other elements of agreement between the parties. In the event of any conflict or inconsistency between the terms of this Agreement and a Statement of Work, the terms of this Agreement will control solely for the conflicting issue. Customer and Cyber Watch Systems shall each sign and retain a copy of each Statement of Work.

3. CONFIDENTIAL INFORMATION

During the course of performing hereunder, Customer may obtain from Cyber Watch Systems certain information, which is of a confidential or proprietary nature. Customer shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Customer apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Customer, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall disclose to any third party any such confidential information without Cyber Watch Systems' prior written approval. At the request of Cyber Watch Systems, Customer shall return confidential information.

During the course of performing hereunder, Cyber Watch Systems may obtain from Customer certain information, which is of a confidential or proprietary nature. Cyber Watch Systems shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Cyber Watch Systems apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Cyber Watch Systems, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall use (other than in the course of properly performing this contract), nor disclose to any third party, any such confidential information without Customer's prior written approval. At the request of Customer,



Cyber Watch Systems shall return confidential information.

4. PROPRIETARY RIGHTS

- (a) All right, title, and interest in and to the programs, systems, data, materials, know-how, concepts, templates, methodologies, and software owned, developed or licensed by Cyber Watch Systems prior to the execution of this Agreement and used by Cyber Watch Systems in the performance of this Agreement (the “CWS IP”) shall remain the exclusive property of Cyber Watch Systems, unless otherwise agreed in writing between the parties.
- (b) When payment in full for all services rendered hereunder has been made by Customer, Cyber Watch Systems agrees that Customer shall have a non-exclusive license in and to any work product, patents, inventions or copyrightable material developed by Cyber Watch Systems (“Work Product”) under this Agreement. In addition, upon payment in full, Cyber Watch Systems hereby grants to Customer a non-exclusive, non—transferable, royalty-free right to use and perform the CWS IP solely in connection with the Work Product Customer.

5. DELIVERY AND ACCEPTANCE

- (a) Where work is being done on fixed price basis, the delivery and acceptance of materials will be as specified and agreed upon in a Statement of Work.
- (b) Where work is being done on a time and materials basis, Cyber Watch Systems will provide orderly and complete delivery of all materials provided to them by Customer and programs and documentation developed by them during the course of such time and materials assignment which will complete Cyber Watch Systems’ responsibility for delivery and acceptance of time and materials-based projects.

6. WARRANTY

- (a) Cyber Watch Systems represents and warrants that the Work Product and other services to be provided under the terms of this Agreement shall be in accordance with the standards agreed upon in the Statement of Work and will perform as described in the applicable Statement of Work, on a commercially reasonable best efforts basis.
- (b) Cyber Watch Systems represents and warrants that (i) it has full and sufficient right to grant the ownership rights set forth in this Agreement, and (ii) the Work Product will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of a third party.
- (c) THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6 ARE IN LIEU OF, AND CYBER WATCH SYSTEMS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Cyber Watch Systems does not warrant hardware, software or services manufactured, developed, or provided by third parties.

7. INDEMNITY

CWS (AN “INDEMNIFYING PARTY”) SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES, OFFICERS, MANAGERS, OWNERS OR AGENTS (THE



“INDEMNIFIED PARTIES” AND INDIVIDUALLY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY CLAIM, LOSS, SUIT, ACTION, CAUSE OF ACTION, EXPENSE, FINE, PENALTY, COST, DAMAGE, INJURY OR ANY LIABILITY WHATSOEVER (INDIVIDUALLY AND COLLECTIVELY, “LIABILITIES”) ASSERTED AGAINST, RESULTING TO, IMPOSED UPON OR INCURRED BY AN INDEMNIFIED PARTY, OR ANY ONE OF THEM, ARISING OUT OF, INCIDENT TO OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO: (I) ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT BY THE INDEMNIFYING PARTY MADE PURSUANT TO THIS AGREEMENT; (II) INFRINGEMENT OF THE WORK PRODUCT OR THE RIGHTS OF ANY THIRD PARTY; OR (III) ANY GROSSLY NEGLIGENT OR FRAUDULANT ACTS, ACTIONS, OMISSIONS OR ACTIVITIES OF THE INDEMNIFYING PARTY OR ANY OF ITS CONTRACTOR, EMPLOYEES OR AGENTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING OUT OF OR RESULTING FROM THE (A) INJURY TO OR DEATH OF ANY PERSON; OR (B) DAMAGE TO, LOSS OR DESTRUCTION OF ANY PROPERTY.

Additionally, pursuant to Georgia State law, Customer does not indemnify or hold harmless CWS for any claims arising from the actions or omissions of CWS or any third party.

8. NON-SOLICITATION OF EMPLOYEES

Cyber Watch Systems and Customer agree that for the term of this Agreement and for a period of one (1) year after its termination, Cyber Watch Systems and Customer will not recruit or hire or assist any third party to recruit or hire any employees of the other party who is or shall have been an employee, agent of or consultant to Cyber Watch Systems or Customer at any time during the term of this Agreement.

This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

For the purpose of this Section 9 only, the terms "Cyber Watch Systems" and Customer" respectively shall include such parties together with all other entities controlling, controlled by or under common control of such parties including but not limited to any agents or representatives thereof.

9. BILLING AND PAYMENT OF INVOICES

- (a) When billing is to be on a fixed price basis, Cyber Watch Systems shall provide invoices pursuant to the schedule specified in the Statement of Work. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the invoice.
- (b) When work is to be on a time and materials basis, Cyber Watch Systems shall keep records of time spent in providing the services. Cyber Watch Systems shall prepare invoices for the services performed by Cyber Watch Systems personnel. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the applicable Statement of Work.
- (c) In the event that Customer fails to pay any invoice when due, or provide a written notice of bona fide good faith dispute of such invoice or any portion thereof prior to such payment due date, Cyber Watch Systems may, in lieu of termination at such time, immediately suspend performance of its services without liability for interruption of pending work or breach of this Agreement or any Statement of Work.



- (d) The fees quoted in any Statement of Work do not include taxes, assessments, license fees or permit fees. Cyber Watch Systems will invoice Customer for, and Customer shall pay, all applicable sales, use, excise, value added and other taxes, license fees and permits associated with your receipt of the services hereunder, excluding taxes on Cyber Watch System's income.

10. TERM AND TERMINATION

- (a) This Agreement shall commence as of the date first written above and shall remain in effect until terminated as provided herein.
- (b) This Agreement shall be subject to termination in the event of occurrence of following events:
 - (i) Upon termination of this Agreement, each party will return to the other any materials owned by such party and upon payment of all outstanding charges, Cyber Watch Systems shall deliver any work in progress as of the date of termination.
 - (ii) With respect to time and material assignments, any termination of the Agreement shall only be effective as to an ongoing assignment only when the minimum term (as set forth in the applicable Statement of Work)_ of such ongoing assignment is completed.
 - (iii) Any termination of this Agreement shall be without prejudice to any rights or obligations of either party arising or existing up to the effective date of such termination, or to Sections 3, 4, 7, 8, 9, 13, 19 and this Section 11, which are intended by this Agreement to survive the termination of this Agreement.

11. FORCE MAJEURE

If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond such party's reasonable control including but not limited to, acts of God; fire; explosion; any law, order or regulation of the United States national, state or local government or any civil or military authority; or by national emergencies, wars or strikes, then Customer and Cyber Watch Systems shall not be liable to the other for any loss or damage which may be suffered as a result, provided the party suffering such event of Force Majeure notifies the other party of same within ten (10) days of the occurrence of the event of Force Majeure. The parties shall use their commercially reasonable best efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

12. GOVERNING LAW

The parties agree to work diligently through the Customer and Cyber Watch Systems management to address and resolve any disputes that may arise from this engagement. If the parties are unable to resolve controversies, claims or disputes exclusively by them, they will be addressed in the following manner:

First, the parties shall engage the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties shall contact the American Arbitration Association ("AAA"), and request the AAA to recommend a mediator. The AAA's recommendation of a mediator shall be binding on the parties. The parties shall share the costs of the mediation equally. Unless the parties otherwise agree, the mediation shall be held via video conference. Both parties may be represented at the mediation by their attorneys, and each of the parties shall have present at the



mediation one or more representatives with full authority to bind the party to any resolution that may be mediated. Any decision of a mediator or arbitrator will be strictly non-binding and neither party waives any right to pursue any and all legal remedies which may be available to it. Nothing in this paragraph shall preclude either party from seeking injunctive relief in a state or federal court of competent jurisdiction prior to mediation provided that, in the moving party's reasonable judgment, the delay caused by the above described mediation would, hinder the relief sought.

13. NOTICES

All notices, requests, demands, or directions to any party to this agreement by another party hereto shall be in writing and deemed given three (3) business days after sent by registered mail, postage prepaid, telex, telegram or cable addressed as follows:

- (a) To Customer: Attn: _____

- (b) To Cyber Watch Systems: Cyber Watch Systems, LLC
ATTN: Cameron Chavers
5717 Legacy Drive
Suite 250
Plano, TX 75024
- W / copy to Munsch Hardt Kopf & Harr, P.C.
Attn: Mark Girtz, Esq.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201

or to such other address as may be stated by one party to the other in a notice given in the same manner herein provided.

14. ASSIGNMENT

- (a) Customer may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of Cyber Watch Systems.
- (b) Cyber Watch Systems may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party except a Cyber Watch Systems affiliated entity without the prior written consent of Customer.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators, successors, and permitted assigns. Nothing herein, except as specifically provided into this Agreement, is intended to confer upon any person, other than the parties hereto and their respective administrators, successors, and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. INDEPENDENT CONTRACTORS

The parties are and shall remain independent contractors and nothing herein shall be deemed to cause this Agreement to create an agency, employment, partnership, or joint venture between the parties.



Neither party shall have any authority to bind the other to any matter or undertaking.

17. AMENDMENT

This Agreement shall not be amended or supplemented, in whole or in part, except by an instrument in writing duly executed by authorized officers of each of the parties hereto, or their respective successors or permitted assigns.

18. LEGAL CONSTRUCTION & SEVERABILITY

If any provision of this Agreement is held illegal, invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected thereby, and such illegal, invalid, or unenforceable provision shall be automatically reformed to a provision as similar in terms to such unenforceable provision as shall be legal, valid, and enforceable.

19. WAIVER

The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by a party to enforce or insist upon strict compliance with any provision of this Agreement shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.

20. COOPERATION: FURTHER ASSURANCES

Each party agrees to perform its respective obligations hereunder and to do, or cause to be performed, all things necessary, proper or advisable under applicable law to permit the performance of this Agreement in the manner contemplated hereby. Each party shall cooperate fully with the other party and its officers, directors, employees, agents and other representatives in connection with the performance of all acts contemplated hereunder.

21. MISCELLANEOUS

This Agreement, including these terms and conditions and any other appendices or attachments, contains the entire agreement between the parties hereto with respect to this Agreement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, between us with respect to this Agreement. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written:

Cyber Watch Systems, LLC.

By: _____

Name: Cameron Chavers

Title: Managing Partner

Date: _____

Customer Name

By: _____

Name:

Title:

Date: _____

Statement of Work

Cyber Watch Systems LLC

5717 Legacy Dr, Suite 250
Plano, TX 75024



SOW DAL-001 for Agreement to Perform Consulting Services for City of Dalton, Georgia.

Date

November 4, 2022

Services Performed By:

Cyber Watch Systems LLC
5717 Legacy Dr, Suite 250
Plano, TX 75024

Services Performed For:

City of Dalton, Georgia
300 W Waugh St
Dalton, GA 30720

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement (the “Agreement”) between City of Dalton, Georgia (“Client”) and Cyber Watch Systems LLC (“Contractor”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail.

This SOW # DAL-001 (hereinafter called the “SOW”), effective as of execution date, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence upon three weeks of execution and continue for approximately three weeks.

Engagement Resources

Contractor will deploy and utilize experienced and certified consultants and subject matter experts.

- **Principal Security Consultant**
 - Oversee the project execution and deliverables
 - Reporting to Client sponsors on progress, issues and project risks
 - Cybersecurity and security risk subject matter expert (SME)
 - Conducts interviews and workshops
 - Documentation of deliverables
- **Senior Security Consultant**
 - Cybersecurity subject matter expert (SME)
 - Supports Principal Consultant in security program assessment
 - Conducts interviews and workshops
 - Documentation of deliverables
- Additional subject matter experts as needed

Scope of Work

1. Security Program Assessment

Contractor shall leverage the Cyber Watch Systems' Risk Assessment Toolkit and results of Client's previously performed Security Assessments to conduct a high-level assessment of the Client security program. Assessment will include a review of Client's security tools, including the functionality of each, identifying overlap, need for expansion, and gaps in capability deployment. Contractor will also provide insight and recommendations where necessary to update any previously identified gaps as well as hold two (2) workshops focusing on a desired future state and security goals. Contractor will also provide recommendations around specific technology solutions and services to address identified gaps and emerging risks. All previously identified and new remediation activities will be placed on the Detailed Security Roadmap for execution.

Contractor will conduct the initial information gathering workshops over an estimated two-week period. These will allow Contractor to obtain an understanding of business operations and risk as well as discuss risk tolerance and obtainable security goals. Follow-up information gathering workshops may be conducted as needed.

2. Detailed Security Roadmap

Contractor shall document recommendations from all assessments into defined projects which will be reflected on a tailored roadmap. Each project shall also be detailed into a presentation with the steps required to remediate the related process or technology to the desired recommended level selected by Client. Each project will be broken down in detail, containing estimated level of effort and external costs where needed.

Deliverable Materials

Project Deliverables include:

Security Program Assessment

- Executive summary
- Security program roadmap
- Detailed presentation of all projects recommended on roadmap

Contractor Responsibilities

Provide qualified cyber security and experts to lead and execute this project and provide the guidance, expertise and tools needed to complete the Deliverables of this project.

Client Responsibilities

Provide access to the necessary technical and staff resources to perform assigned work in a timely basis.

Fee Schedule

This engagement will be conducted on fixed fee basis. The total value for the Services pursuant to this SOW shall not exceed \$5,925.00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Contractor will provide resources based on the following functional/ fee structure.

Item Description	Fees
Security Program Assessment	\$5,925.00

Bill to Address	Client Project Manager
300 W Waugh St Dalton, GA 30720	Jorge Paez Director, Information Technology

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced 100% after submission of all Deliverables by Contractor to Client. T&L expenses will be invoiced monthly. Standard Contractor invoicing is assumed to be acceptable. Invoices are due within 30 days of receipt.

Client will be invoiced all costs associated with reasonable out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and pre-approved by Client, and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW shall not exceed 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice as stated above. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to, in writing, by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month, unless such invoice(s) are disputed by Client.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of Deliverables being delivered by Contractor is deemed acceptance.

Assumptions

Portions of the work will be performed remotely.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. The party requesting the PCR shall incur all charges of the investigation. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Dalton, Georgia

Cyber Watch Systems LLC

By: _____
 Name:
 Title:
 Date:

By: William Theissen
 Name: William (Bill) Theissen
 Title: Managing Partner | VP Consulting Services
 Date: 12/01/2022



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: December 19, 2022

Agenda Item: Award of Dalton Parks and Recreation Synthetic Turf Replacement Project

Department: Parks and Recreation Department

Requested By: Caitlin Sharpe

Reviewed/Approved by City Attorney? Yes

Cost: \$1,248,426

Funding Source if Not in Budget 2022 Capital Improvement Project Fund

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

The Parks and Recreation Department requested competitive sealed proposals for the Dalton Parks and Recreation Synthetic Turf Replacement Project on September 16, 2022. Proposals were received and reviewed on October 18, 2022. Interviews were conducted with three proposers. After interviews, an invitation to submit a best and final offer was provided to each. Based on the submitted offers and the various proposal evaluation criteria, The Parks and Recreation Department recommends awarding the Ron Nix Soccer Complex and Lakeshore Soccer Complex to Shaw Integrated and Turf Solutions, Inc.

The project total entails the manufacturing of materials and installation of new synthetic turf for the listed complexes. The total for both Lakeshore Soccer Complex and Ron Nix Soccer Complex is \$1,248,426. The individual sum of each complex is listed below.

Lake Shore Soccer Complex - \$594,845.00

Ron Nix Soccer Complex - \$653,581.00

CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 19th day of December 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Shaw Integrated and Turf Solutions, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 904 Civic Dr, Dalton, GA 30721 and 28 Cedar Str., Dalton, GA, 30720 upon which the Parks and Recreation Department operates; and

WHEREAS, CITY desires to replace the existing synthetic turf fields for Ron Nix Soccer Complex and Lake Shore Soccer Complex; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 904 Civic Dr, Dalton, GA 30721, and 28 Cedar Str., Dalton, GA, 30720 hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions, and orders of any federal, state, or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for the construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint

and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for Dalton Parks and Recreation – Synthetic Turf Replacements which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on January 3, 2022.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before May 31, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 1,248,426 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing and signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such

items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.

- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details, and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for the completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;

- (q) to use only new materials appropriate for the completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY does not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle

is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall nor be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to:
185 S. Industrial Blvd.
Calhoun, GA 30701

When so mailed, the notice shall be deemed to have been given as of the third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or

invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for Dalton Parks and Recreation – Synthetic Turf Replacement project.

23. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations

of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

(h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit “A”

The City of Dalton
Parks and Recreation Department
REQUEST FOR SEALED COMPETITIVE PROPOSAL – advertised on 9/16/2022

Sealed Envelope shall be marked with the following information:

“Dalton Parks and Recreation – Synthetic Turf Replacement”

SYNTHETIC TURF FIELD REPLACEMENT FOR:

Broadbudd/Durkin Soccer Fields

Lakeshore Soccer Field

Ron Nix Soccer Fields

SCHEDULE OF EVENTS	
Mandatory Pre-RFP Conference and site visit –	October 4th Lakeshore Complex – 2 pm Ron Nix Complex – 2:45 pm Broadbudd/Durkin Complex – 3:15 pm
Deadline for request for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: csharpe@daltonga.gov	3:00 PM October 11, 2022
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	4:00 PM October 18, 2022
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

*The posting of additional addenda may be required, and it is the responsibility of the Offeror to

ensure that they review the City's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Offeror should not expect to be individually notified by the City of Dalton.

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NAME OF PROJECT: ~~“Heritage Point Park – Infield Renovations”~~ “Dalton Parks and Recreation – Synthetic Turf Replacement”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks sealed competitive Proposals from Contractors for the construction of the: **“Dalton Parks and Recreation – Synthetic Turf Replacement”**,

Locations:

- Broadus/Durkin Soccer Fields – 310 Smith Industrial Blvd, Dalton, GA, 30721
- Lakeshore Soccer Field – 28 Cedar St, Dalton, GA, 30720
- Ron Nix Soccer Fields – 904 Civic Drive, Dalton, GA, 30721

The requirements for construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>

Caitlin Sharpe, csharpe@daltonga.gov will be contact person for questions. **All Proposers are required to email Caitlin Sharpe to be added to the Plan Holders list.**

The City recognizes that there are multiple local synthetic turf manufacturers. Therefore, the City reserves the right to make a single contract award for the entire scope of work or multiple contract awards to separate offerors for the various sites included in the scope of work. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they submitted for the purpose of obtaining best and final offers.

Included in RFP packet will be Instructions to Proposers, Proposal Form which must be fully completed and submitted along with Bid Bond, and Executed E-Verify affidavit.

Proposals not including executed E-verify affidavit will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor's proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>. For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor's proposal.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor's Proposal or its qualifications to construct the Project. The City reserves the right to short-list and interview Contractors to obtain further information on the proposed products or qualifications.

The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined in writing to be the most advantageous according to the following evaluation factors which are listed in their order of relative importance:

- A. The Contractor's proposed synthetic turf system including durability, cost of ownership, specific application, player safety, warranty, and maintenance. (35 Points)
- B. The contractor's proposed sum of contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (30 Points)
- C. The installer's qualifications, certifications, experience, and references in constructing and completing similar projects on schedule and within budget including at least five projects comparable in size and scope to this project. For purposes of this factor, the Project should not be more than 30 percent greater in scope or cost than the similar projects identified by contractor. (25 Points)
- D. The completeness and accuracy of proposals. (10 Points)

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. Document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than **October 18, 4:00 PM.**

A total of **2** copies of the RFP, tabbed, in bound notebooks are required. At the discretion of the City, and in conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with applicable Federal work authorization program. The form for such affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: “Dalton Parks and Recreation – Synthetic Turf Replacement”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Parks and Recreation Department, wishes to replace the existing synthetic turf at Lakeshore Park field, Ron Nix Soccer fields, Broadus/Durkan Soccer fields with a new synthetic turf meeting the minimum requirements listed below.

The contractor’s proposal shall include a complete description of the proposed product and installation method including, but not limited to: backing, bedding material, infill material and depth, recommended % compaction of sub-grade material, drainage and edge details. Please note: the product description will be weighed heavily in the evaluation of proposals. The contractors are encouraged to provide as much pertinent information as possible to allow the owner to make a clear evaluation of the proposed system. Installation details and product specifications should be included.

It is the City’s desire to install quality, long lasting synthetic turf system at these locations to facilitate year-round, daily use. The contractor’s proposal shall include all information necessary to demonstrate why the installation of its product will provide the best available system for the intended use. Any proposed system shall meet all impact and safety requirements. The contractors are encouraged to provide as much pertinent information as possible to allow the owner to make a clear evaluation of the proposed system. At a minimum, the Contractor’s proposal shall include the following:

Synthetic Turf System: The Contractor’s proposal shall include a detailed description of its proposed synthetic turf system including information on player safety, impact ratings, durability, cost of ownership, blade material / thickness, backing, seaming, drainage, thatch layer, edge details, infill material and installation.

- Synthetic Turf Minimum requirements:

- Pile Height 2” min.
- Face Weight 50 oz. min.
- Fiber Type: Slit Film & Monofilament
- Shock pad w/ minimum thickness of 16 mm
- Organic infill topper

(City encourages Proposer to propose better products and/or provide alternates to their pricing)

Before submitting, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting each work location. Each Contractor shall fully inform themselves as to all existing conditions and limitations under which the work is to be performed and shall include in the proposal a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

The Contractor, in undertaking the work under this contract, shall have visited each site and take into consideration all conditions that might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained (unforeseen conditions).

Stone base and drainage: Proposals are to include unit price per ton of top dressing of the stone if needed.

Installer’s Qualifications: The Contractor’s proposal shall include the qualifications of its installer. Include a minimum of five similar installations in the southeastern United States. Provide Owner references, project values and locations and type of turf system. The proposal shall also include the installer’s certifications from the manufacturer and professional associations. Synthetic Turf Contractor must provide references for fields constructed in the state of Georgia. Synthetic Turf Council Membership and Certified Field Builder (CFB) are encouraged and will be noted during interviews but are not mandatory.

Warranty: The Contractor’s proposal shall include the proposed manufacturer’s warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner’s responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

Maintenance: The Contractor's proposal shall provide a description of any proposed maintenance program included in its lump sum price for each field. The proposal shall also include information for any additional maintenance programs that are available along with the proposed cost.

Lump Sum Price:

On the attached proposal form, provide the lump sum price for a complete installation of each field as described in the Contractor's proposal. The pricing for any additional warranties / maintenance programs, shall be offered under a separate form within the Contractor's proposal.

Form of Agreement:

The successful proposer will enter into a contract with the City of Dalton and for the project.

Alternates: (at contractor's option)

No. 1- The City is willing to entertain a manufacturer's sponsorship of the field including the opportunity to have the manufacturer's name/logo on the turf at the time of installation and for the life of the turf product. Please provide a deductive alternative along with a detailed description of the manufacturer's name/logo size and colors.

Also, the contractors are encouraged to offer any voluntary deviations to the above described system in the form of an alternate. Provide a detailed description in the form of one of the following:

Add Alternate: Provide a detailed description of the change and indicate any additional costs to be added to the contractor's base bid.

No change: Provide a detailed description of the change and clearly state the proposed alternate does not add to or deduct from the base bid.

Deductive Alternate: Provide a detailed description of the change and indicate any savings to be deducted from the contractor's base bid.

SECTION: 00080 PROPOSAL FORM

EXHIBIT “A”

NAME OF PROJECT: “Dalton Parks and Recreation – Synthetic Turf Replacement”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: _____ (The “Contractor”)

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et*.

seq., herein seeks competitive Proposals from Contractors for the construction of the: **“Dalton**

Parks and Recreation – Synthetic Turf Replacement” in various City of Dalton parks, GA,

3072. This Proposal is submitted in response to the City’s Request for Proposals dated

9/16/2022.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the Contractor that it has carefully read the “Instructions to Proposers”.

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

A. Base Proposal

The Contractor proposes to properly renovate the infield of each field to meet safety standards in conformity with all requirements of the RFP and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of:

Per Complex Price:	
Broaddus/Durkan Soccer Fields:	\$ _____

Lakeshore Soccer Field:	\$ _____
Ron Nix Soccer Fields and Small Soccer Fields:	\$ _____

The City recognizes that there are multiple local synthetic turf manufacturers. Therefore, the City reserves the right to make a single contract award for the entire scope of work or multiple contract awards to separate offerors for the various sites included in the scope of work. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they submitted for the purpose of obtaining best and final offers.

Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

(Proposer to hold pricing for sixty days for scheduled events to be completed – expected date of completion is November 20, 2022)

Attached hereto, and incorporated herein as part of this Proposal, Contractor submit contractor's qualifications and proposed infield repairs. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents

along with Certificates of Insurance demonstrating that all required coverages are in place. Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC: _____

Commission Expirations: _____

“Dalton Parks and Recreation – Synthetic Turf Replacement”

Price Sheet

Broadus/Durkan Soccer Fields	Lump sum: \$_____
Nailer Board (Unit Price per LF)	\$_____
Concrete Curb (Unit Price per LF)	\$_____
Stone Top Dressing (Price per Ton)	\$_____
Lakeshore Soccer Field	Lump sum: \$_____
Nailer Board (Unit Price per LF)	\$_____
Concrete Curb (Unit Price per LF)	\$_____
Stone Top Dressing (Price per Ton)	\$_____
Ron Nix Soccer Complex	Lump Sum: \$_____
Nailer Board (Unit Price per LF)	\$_____
Concrete Curb (Unit Price per LF)	\$_____
Stone Top Dressing (Price per Ton)	\$_____

Ron Nix Soccer Complex (Mini Soccer Fields)	Lump Sum: \$_____
---	-------------------

Contractor Name

Date

SECTION 00130 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: “Dalton Parks and Recreation – Synthetic Turf Replacement”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED

CONTRACTOR: _____

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

_____,
as Surety (the “Surety”), and _____, as
Principal (the “Contractor”) are held and firmly bound unto the City of Dalton, Georgia (the
“City”), pursuant to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein:

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has
submitted its Proposal for the construction by Contractor of the: “Dalton Parks and

Recreation – Synthetic Turf Replacement”

NOW, THEREFORE, the condition of this obligation is such that if the City accepts the
Proposal of the Contractor as submitted, or as revised or negotiated in accordance with the
provisions of O.C.G.A. § 36-91-21(c)(2), and

(a) The Contractor timely executes the Agreement between the City and Contractor
(the “Agreement”) as provided by the City and as included in the Contract Documents; and,

(b) The Contractor furnishes to the City fully executed Payment and Performance
Bonds as required by the Agreement, then this obligation shall be void: otherwise, the Surety and
the Contractor, shall be jointly and severally liable to the City, and shall make payment to the
City, in the amount of five percent (5%) of the lump sum contract price (exclusive of any pricing
for Alternates or unit prices) as set forth in the Proposal of the Contractor.

The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a
proper and lawful sum for liquidated damages which the City will sustain in the event Contractor
fails or refuses to execute the Agreement or fails or refuses to furnish the required Payment and
Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2022.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC: _____

Commission Expirations: _____

[NAME OF SURETY]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC: _____

Commission Expirations: _____

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Authorization Date for EEV Program

Contractor Name

Employment Eligibility (EEV) #

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This ____ day of _____, 20____

Notary Public

My Commission Expires:

*MUST BE NOTARIZED

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Checklist for Bid Documents

Failure to include all required documents will result in proposal being removed for consideration for award.

- ___ Document Description
- ___ Completed City Vendor Packet – *can be found on the City's website*
- ___ Solicitation Form (Page 1 of this Document)
- ___ References of Past Similar Jobs
- ___ Proposal Form and Price Sheet
- ___ Vendor Affidavit and Agreement (E-Verify) (Page 17) - *Is a requirement of Georgia law and all bids will be considered non-responsive if contractor fails to turn in the E-Verify affidavit with the proposal.*
- ___ Checklist for Documents/Addenda Acknowledgement (this page)

Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

This affirms that all documents are included with the bidders bid package.

Company's Name: _____

Date: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Additional Project Details:

Lakeshore Park Soccer Field - Cedar St, Dalton, GA, 30720



- Scope of Work: Replace synthetic turf for one soccer field
 - Equipment and Mobilization
 - Construction Entrance including fence Removal/Replacement
 - Sidewalk Protection
 - Erosion Control
 - Removal and recycle of Standard SBR/Sand Synthetic Turf System
 - Line Package matching the existing except for the current logos. The only logo to be included is the DPRD in the center of the field.
 - Maintenance/Grooming Equipment including owner training
 - Manufacturer warranty
 - Nailer board may have to be replaced (bid should include price per LF)
 - Concrete curb may need to be replaced or repaired (bid should include price per LF)

Ron Nix Soccer Complex – 904 Civic Dr, Dalton, GA, 30736



- Scope of Work: Replace synthetic turf for two large soccer fields and two small soccer fields that are located behind the pool.
 - Equipment and Mobilization
 - Construction Entrance including fence Removal/Replacement
 - Sidewalk Protection
 - Erosion Control
 - Removal and recycle of Standard SBR/Sand Synthetic Turf System
 - Line striping matching the existing except the logo will not be included.
 - Line striping for both fields at Ron Nix clarification: Line striping for both fields must include soccer field lines and football field lines. The soccer field package will include one large soccer field, with two small soccer fields within each half.
 - Soccer Fields:
 - Large: 50 yards x 100 yards

- Second field within the large field (75x50)
 - Small sided soccer fields size: 40 yards x 50 yards
 - The current football field is 40 yards x 100 yards. The new football fields dimensions must be 50 yards x 80 yards.
 - No yard numbers
 - No hash marks
- Maintenance/Grooming Equipment including owner training
- Manufacturer warranty
- Nailer board may have to be replaced (bid should include price per LF)
- Concrete curb may need to be replaced or repaired (bid should include price per LF)

Broadus/Durkan Soccer Complex – 310 Smith Industrial Blvd, Dalton, GA, 30721



- Scope of Work: Replace synthetic turf for two large soccer fields
 - Equipment and Mobilization
 - Construction Entrance including fence Removal/Replacement
 - Sidewalk Protection
 - Erosion Control
 - Removal and recycle of Standard SBR/Sand Synthetic Turf System
 - Line **striping** matching
 - Line striping for both fields at Broaddus/Durkan: Line striping for both fields must include soccer field lines. The soccer field package will
 - Large soccer field (100x50),
 - Second field within the large field (75x50)
 - Two small soccer fields within each half (40x50).
 - Maintenance/Grooming Equipment including owner training -
 - Manufacturer warranty
 - Nailer board may have to be replaced (bid should include price per LF)
 - Concrete curb may need to be replaced or repaired (bid should include price per LF)

This label must be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.



SEALED BID ENCLOSED

“Dalton Parks and Recreation – Synthetic Turf Replacement”

Due Date and Time: October 21, 2022 at 3 pm

Vendor Name

Address

City, State, Zip Code

DELIVER TO:

The City of Dalton – Finance Department
300 West Waugh Street
Dalton, GA, 30720



NAME OF PROJECT: "Dalton Parks and Recreation – Synthetic Turf Replacement"

Date : 11/4/2022

In conformity with the Request for Proposals issued by the City of Dalton in connection with the above-referenced Project, you are invited to submit in writing your best and final offer for the Project. Any such best and final offer must provide for the replacement the existing synthetic turf at Lakeshore Park field, Ron Nix Soccer fields, Broadus/Durkan Soccer fields with a new synthetic turf in accordance with all requirements of the Contract Documents. Any such offer must be submitted to Caitlin Sharpe at csharpe@daltonga.gov

Best and final Proposals should be received by 12:00 p.m. on Friday, November 11th.

THE CITY TAKES NO RESPONSIBILITY FOR THE ACTUAL OR TIMELY RECEIPT OF FACSIMILES.

Any best and final offer submitted should set forth your proposed lump sum contract price as well as any alternates as provided in the Contract Documents. In the event you propose any changes to your previous proposal, please clearly identify such changes.

In the event the City receives no further response from your firm, it will consider your Proposal as previously submitted to be your best and final offer. The City continues to reserve the right to reject any and all Proposals and to waive any technicalities or informalities. All Proposals, and any response to this request for a best and final offer, are subject to all requirements of the Request for Proposals, the Instruction to Proposers, and all other requirements of the Contract Documents, and the City expressly reserves any and all rights relating thereto.

a) Additional submittal requirements:

- a. Include the following with your best and final offer:
 - i. Competed Best and Final Offer proposal form. Please complete this form in its entirety.
 - ii. Any change to the contractor's proposed product. If no changes are clearly submitted, the contractor's original proposal will be considered final.
 - iii. Any new or revised voluntary Alternates. Any previously submitted alternates will be considered unchanged unless clearly altered through this Best and Final Offer.

EXHIBIT “A”

NAME OF PROJECT: “Dalton Parks and Recreation – Synthetic Turf Replacement”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: Shaw Integrated and Turf Solutions Inc (The “Contractor”)

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **“Dalton Parks and Recreation – Synthetic Turf Replacement”** in various City of Dalton parks, GA, 3072. This Proposal is submitted in response to the City’s Request for Proposals dated 9/16/2022.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the Contractor that it has carefully read the “Instructions to Proposers”.

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

A. Base Proposal

The Contractor proposes to properly renovate the infield of each field to meet safety standards in conformity with all requirements of the RFP and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of:

Per Complex Price:	

Lakeshore Soccer Field:	\$ 594,845

Ron Nix Soccer Fields and Small Soccer Fields:	\$ <u>653,581</u>
---	-------------------

The City recognizes that there are multiple local synthetic turf manufacturers. Therefore, the City reserves the right to make a single contract award for the entire scope of work or multiple contract awards to separate offerors for the various sites included in the scope of work. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they submitted for the purpose of obtaining best and final offers.

Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

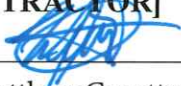
(Proposer to hold pricing for sixty days for scheduled events to be completed – expected date of completion is November 20, 2022)

Attached hereto, and incorporated herein as part of this Proposal, Contractor submit contractor's qualifications and proposed infield repairs. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.


The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place. Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.


Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]


By:  [SEAL]

Matthew Gruetter
Director of Operations
Shaw Integrated and Turf Solutions, Inc.


Witness:  [SEAL]



Sworn and subscribed to before me this 10 day of November, 2022.

NOTARY PUBLIC: 

Commission Expirations: May 10, 2024



“Dalton Parks and Recreation – Synthetic Turf Replacement”

Price Sheet

[REDACTED]	Lump sum: \$ <u>511,879</u>
Nailer Board (Unit Price per LF)	\$ <u>20</u> per LF
Concrete Curb (Unit Price per LF)	\$ <u>20</u> per LF
Stone Top Dressing (Price per Ton)	\$ <u>125</u> per ton (lump sum price above includes approx 100 tons and regrade of stone)
Lakeshore Soccer Field	Lump sum: \$ <u>594,845</u>
Nailer Board (Unit Price per LF)	\$ <u>20</u> per LF
Concrete Curb (Unit Price per LF)	\$ <u>20</u> per LF
Stone Top Dressing (Price per Ton)	\$ <u>125</u> per ton (lump sum price above includes approx 100 tons and regrade of stone)
Ron Nix Soccer Complex	Lump Sum: \$ <u>571,452</u>
Nailer Board (Unit Price per LF)	\$ <u>20</u> per LF
Concrete Curb (Unit Price per LF)	\$ <u>20</u> per LF
Stone Top Dressing (Price per Ton)	\$ <u>125</u> per ton (lump sum price above includes approx 100 tons and regrade of stone)
Ron Nix Soccer Complex (Mini Soccer Fields)	Lump Sum: \$ <u>82,129</u>



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/19/22

Agenda Item: Resolution 22-12 Purchase of Real Property at 133 Huntington Road

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$709,000

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Resolution 22-12 Authorizing the Purchase of Real Property Located at 133 Huntington Road.

CITY OF DALTON
RESOLUTION
Resolution No. 22-12

RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY
located at
133 Huntington Drive

WHEREAS, the Mayor and Council of the City of Dalton has determined that it is consistent with the best interests of the City of Dalton and its citizens that the City of Dalton purchase for public use certain real property located at 133 Huntington Drive as described in Exhibit "A" (the "Property") from Charles Y. and Laura J. Allgood, a Georgia resident (the "Seller"), as provided for in the Sales Contract

WHEREAS, the City of Dalton, under the authority of the Charter of the City of Dalton Sections 4-8(f) and 4-8(r) is authorized to acquire real property for public use;

WHEREAS, the City of Dalton obtained an appraisal by a Georgia licensed real estate appraiser to determine the fair market value of the Property;

WHEREAS, the Seller has agreed to the proposed terms of sale as provided in the Sales Contract;

WHEREAS, the City of Dalton has determined that the terms of the Sales Contract, including the proposed sales price of \$709,000.00 and a lease agreement for a term of 10 months, are fair and just compensation for the purchase of the Property;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, as follows:

THAT the City of Dalton hereby approves the proposed terms of sale as provided in the Sales Contract.

THAT the City of Dalton hereby approves the proposed the terms as provided in the Lease Agreement

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into the Sales Contract, Lease Agreement, and any and all documents necessary to consummate the proposed purchase of the Property.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton any and all documents as may be necessary or desirable to accomplish and effect the Sales Contract and Lease Agreement and these Resolutions; and such documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton and as approved as to form by the City Attorney, and the execution of such documents by the Mayor as herein authorized shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the Sales Contract which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to the Sales Contract and other documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such documents on behalf of the City of Dalton.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on the Sales Contract and other documents executed in connection with any of the foregoing Resolutions.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

ADOPTED AND APPROVED on the ____ day of October, 2022, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 235 in the 12th District and 3rd Section of Whitfield County, Georgia, together with improvements thereon, being Lot 55 of Dickson Acres Subdivision, No. 2, as per plat of said subdivision recorded in Plat Book 4, Page 137, Whitfield County, Georgia Land Records, reference to which is hereby made for a more detailed and particular description thereof.

ALSO, that certain Easement as described in that certain instrument from T. H. McCamy and Juliet C. McCamy to Joseph Szollosi dated September 16, 1980 and recorded in Deed Book 646, Page 11, Whitfield County, Georgia Land Records.

Tax ID: 12-234-03-029

SALES CONTRACT

The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell any and all interest in and to that tract or parcel of land, with such improvements as are located thereon, described as follows.

Location/Mailing Address of 133 Huntington Drive, Dalton, Georgia
Whitfield County Tax Parcel No.: 12-234-03-029

More particularly described:

All that tract or parcel of land lying and being in Land Lot No. 235 in the 12th District and 3rd Section of Whitfield County, Georgia, together with improvements thereon, being Lot 55 of Dickson Acres Subdivision, No. 2, as per plat of said subdivision recorded in Plat Book 4, Page 137, Whitfield County, Georgia Land Records, reference to which is hereby made for a more detailed and particular description thereof.

ALSO, that certain Easement as described in that certain instrument from T. H. McCamy and Juliet C. McCamy to Joseph Szollosi dated September 16, 1980 and recorded in Deed Book 646, Page 11, Whitfield County, Georgia Land Records.

Together with all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto.

The Purchase price of said property shall be **SEVEN HUNDRED AND NINE THOUSAND DOLLARS (\$709,000.00).**

Purchase price to be paid as follows: **PROCEEDS TO SELLER AT CLOSING AFTER ALL LIENS AND ENCUMBERANCES, IF ANY, ARE PAID IN FULL.**

Seller warrants that Seller Presently has title to said property, and at the time the sale is consummated, Seller agrees to convey good and marketable title to said property to Buyer by Warranty Deed, subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of record, (4) leases, other easements, other restrictions and encumbrances specified in this contract.

Buyer, if s/he elects, shall move promptly and in good faith after acceptance of this contract to examine title and to furnish Seller with a written statement of objections and if Seller fails to satisfy such valid objections within fifteen calendar

days, then at the option of Buyer, evidenced by written notice to Seller, this contract shall be null and void. Marketable title as used herein shall mean title which a title insurance company licenses to do business in the State of Georgia, as selected by Buyer, will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

Closing and pertinent documentation shall be handled by office of the CITY ATTORNEY. All parties hereto shall execute, at sale consummation, all paperwork the attorney deems necessary to carry out the terms of this contract.

Buyer, Buyer's agents, or representatives, at Buyer's expense and at reasonable times after normal business hours or by appointment only during business hours, shall have the right to enter upon the property for the purpose of inspecting, examining (including soil boring), testing, and surveying the property. Buyer assumes all responsibility for the acts of Buyer, Buyer's agents, or representatives in exercising Buyer's rights under this paragraph and agrees to hold Seller harmless for any damage resulting therefrom.

Seller warrants that when the sale is consummated the improvements on the property will be in the same condition as they are on the date this contract is signed by Seller, natural wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Buyer (a) the contract may be cancelled with earnest monies returned to it, or (b) Buyer may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Buyer has been notified in writing by Seller of the amount of insurance proceeds, if any, Seller will receive on the claim of loss; if Buyer has not been notified of said amount within forty five (45) days subsequent to the occurrence of such damage or destruction, Buyer may, at Buyer's option, cancel the contract and collect all earnest monies paid.

Time is of the essence with regard to this agreement.

This contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

The interest of parties to this contract may NOT be transferred or assigned to a third party.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of the terms of this contract shall be binding unless in writing and attached hereto, signed by all parties to this agreement. No representation,

promise, or inducement not included in this contract shall be binding upon any party hereto. Any and all other agreements, whether oral or written, with terms other than those herein are hereby declared null and void by all parties hereto.

The Buyer shall withhold from the Purchase price an amount equal to the suspect property's 2021 property tax. The Seller shall owe to the Buyer the difference between the 2022 and 2021 property tax for the suspect property provided that the 2022 property tax assessment is greater than the 2021 property tax assessment. Such difference shall be due to the buyer upon the Seller's receipt of notice of the 2022 property tax assessment.

Buyer shall pay State of Georgia property transfer tax at closing.

Sale shall be closed on or before October 30, 2022.

Buyer agrees to allow Seller to retain possession of the premises until 12:00 p.m. on the date of closing.

Buyer and Seller agree to enter into a separate lease agreement for 10 months at a rate of \$100 per month. Additional terms of the lease shall be governed by said agreement.

Seller may, at their discretion, remove any fixtures from the property prior to surrendering possession

[SIGNATURES ON FOLLOWING PAGE]

Agreed and accepted this 13th day of October, 2022.

SELLER:

Charles Y. Allgood
Charles Y. Allgood

Laura J. Allgood
Laura J. Allgood

Signed sealed and delivered this ____ day
of October, 2022 in the presence of:

Chas T. Brown

Witness

[Signature]

Notary Public



BUYER:

Mayor, City of Dalton

Attest: _____
City Clerk

LEASE AGREEMENT

GEORGIA, WHITFIELD COUNTY

THIS AGREEMENT, Made this 18th day of October, 2022, between The City of Dalton, Georgia, A political subdivision of the State of Georgia (hereinafter called Lessor) and Charles Y. and Laura J. Allgood jointly and severally, (hereinafter collectively called Lessee).

WHEREAS Lessee has sold the property at 133 Huntington Road, Dalton, Georgia, to Lessor.

WHEREAS a negotiated agreement for the aforementioned sale provided for a ten-month lease between Lessee and Lessor.

WHEREAS the Mayor and Council have determined that this lease, considered as part of the same transaction as the aforementioned sale, is for fair value.

WHEREAS it is the Lessor's intent to level the structure on the property at the end of said lease term.

WITNESSETH:

1. **Property and Term.** Lessor does hereby rent and lease to Lessee that certain property, together with improvements thereon, known as 133 Huntington Road, City of Dalton, Whitfield County, Georgia, (hereinafter "the Premises"), for a term commencing on the 18th day of October, 2022, and ending on the 18th day of August, 2023, at midnight.

2. **Rental Payments.** Lessee covenants and agrees to pay to Lessor promptly on the 1st day of each rental month, in advance, during the term of this lease, a monthly rental of \$100.

3. **Deposit.** Lessee covenants and agrees to pay to Lessor contemporaneous with the execution hereof the sum of \$0 as a security deposit to be held by Lessor during the term of this lease and applied as hereafter described. Upon the termination of this lease, said deposit shall be applied by the Lessor, first to defray the expense of repair to any unusual damages caused to the Premises by Lessee, its family, or invitees; secondly, to defray the expense of clean up of the Premises, if any; with the balance, if any, to be refunded to Lessee.

4. **Repairs.** Lessee accepts Premises in its present condition and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements to Premises, except structural repairs necessary for safety and tenantability. Lessor shall keep in good order the roof and

exterior walls. Lessee shall protect heating, water, sewer and electrical systems against freezing or other damage, and shall repair, at his own expense, any damage to said systems caused by freezing or due to neglect of Lessee, its family and invitees. Lessee shall also be responsible for repairs to all glass and plate glass, as well as all electric and plumbing fixtures.

5. **Use of Premises.** Premises shall be used for residential purposes by Lessee and for no other purposes. They shall not be used in violation of any restrictions on the use of Premises, whether pursuant to zoning laws now in effect or hereafter ordained; nor shall they be used in violation of any laws, ordinances, or regulations of any governmental body, nor so as to create a nuisance, nor to vitiate or increase the rate of insurance on the Premises.

6. **Utilities.** Lessee shall pay all bills for water, sewer, garbage collection, gas, electricity, fuel, light, heat or power, for Premises or used by Lessee in connection there with. If Lessee does not pay the same, Lessor may pay the same and such payment shall be added to the rental of the Premises.

7. **Cancellation of Lease.** If Lessee defaults in paying said rent; or if Lessee fails to abide by and perform any of the obligations resting upon him/her under this lease, then Lessor at its option may at once terminate this lease by written notice to Lessee, and initiate any and all eviction procedures available to it by law.

8. **No Assignment and Subletting.** Lessee shall not assign this lease or sublet the Premises or any part thereof.

9. **Destruction of Premises.** If the Premises are totally destroyed by fire, storm, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date.

10. **Hold Harmless Agreement.** Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the leased Premises, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs.

11. **Time of Essence.** Time is of the essence of this agreement.

12. **Insurance.** Lessor shall be responsible for insurance on the Premises against fire and windstorm. Lessee shall be responsible for any insurance necessary to cover its personal property.

13. **Fixtures** as negotiated in the sale of the premises between these parties, the Lessee may take with it, any and all fixtures prior to surrendering possession of the premises.

14. **Entire Agreement.** This instrument contains the entire agreement of the parties and no representations, inducement, promises, or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

David Pennington
Mayor: Dalton, GA
LESSOR

City Clerk

Charles J. Allgood
LESSEE

Address: 133 Huntington Rd.
Dalton, GA 30720

Sara J. Allgood
LESSEE

Address: 133 Huntington Rd.
Dalton, GA 30720



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/19/22

Agenda Item: Resolution 22-16

Department: Administration

Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?** Yes

Cost:

**Funding Source if Not
in Budget**

**Please Provide A Summary of Your Request, Including Background Information to
Explain the Request:**

Resolution 22-16 Accepting Donation Of Real Property Of Delores Penley Howalt, Individually And Delores Penley Howalt, As Trustee Of The Delores Penley Howalt Living Trust U/A Dated September 22, 2021.

All that tract or parcel of land lying and being in Land Lot No. 273 of the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 1, 2, and 3 of Highland Park Subdivision which is more particularly described according to a plat of survey dated November 8, 1956 prepared by S. H. Christopher, GRLS No. 1032, and recorded in Plat Book 4, Page 56 (Plat Cabinet A, Slide 131) of the Whitfield County, Georgia Deed Records, reference to which plat is made and incorporated for a full and complete description of the trust.

CITY OF DALTON
RESOLUTION
Resolution No. 22-16

**RESOLUTION ACCEPTING DONATION OF REAL PROPERTY OF DELORES
PENLEY HOWALT, AS TRUSTEE OF THE DELORES PENLEY HOWALT LIVING
TRUST U/A DATED SEPTEMBER 22, 2021**

WHEREAS, Georgia Code O.C.G.A. § 36-37-2 authorizes the City of Dalton to accept donation of real property; and

WHEREAS, DELORES PENLEY HOWALT, as Trustee of the DELORES PENLEY HOWALT LIVING TRUST U/A DATED SEPTEMBER 22, 2021, (Owner), offered to donate to the City a parcel or tract of real property located within the city limits of the City of Dalton; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to accept the donation of said real property;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, as follows:

THAT THE CITY hereby accepts the donation by Owner of the real property located within the City and more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot No. 273 of the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot Nos. 1, 2, and 3 of Highland Park Subdivision which is more particularly described according to a plat of survey dated November 8, 1956 prepared by S. H. Christopher, GRLS No. 1032, and recorded in Plat Book 4, Page 56 (Plat Cabinet A, Slide 131) of the Whitfield County, Georgia Deed Records, reference to which plat is made and incorporated for a full and complete description of the trust.

BE IT FURTHER RESOLVED, that the acceptance of the subject property is without any conditions of its use and said property may be used by and on behalf of the City for any purpose as permitted by applicable law.

BE IT FURTHER RESOLVED, that should the City not hold the property for three (3) years it shall file with the Internal Revenue Service the IRS Form 8282 as required by law.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton and recordation of the proper Deed with the Clerk of the Superior Court of Whitfield County by the Owner(s).

ADOPTED AND APPROVED, on the _____ day of _____, 20____, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution was read on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

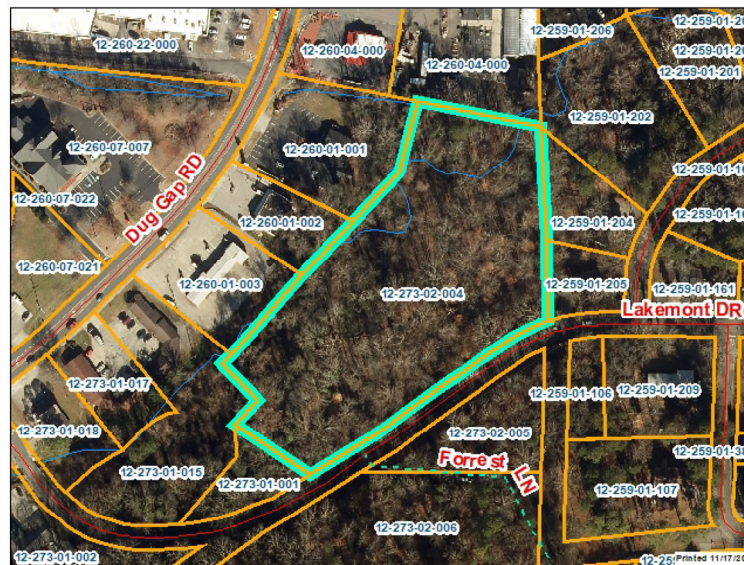
CITY OF DALTON

City Clerk

Mayor

PROPERTY DISCUSSION – 4.32 ACRE DONATION

- Proposed Donation of 4.32 Acre Tract Along West End of Lakemont Drive
- Valuation: \$75,000



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer.

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	HOWALT F HARVEY & DELORES P	Legal Description	L173 HIGHLAND PARK
Year	2021	Sale Date	
Parcel Number	12-273-02-004	Taxes Due	321.2
Bill	218178	Taxes Due Date	12/20/2021
Exemption Type		Taxes Paid	321.2
Account No.	7059447	Taxes Paid Date	12/21/2021 9:35:08 AM
Millage Rate	0	Current Due	0
Fair Market Value	27216	Back Taxes	0
Assessed Value	10886	Total Due	0



APPOINTMENT LIST

Board	Appointment	New Member	Current Member	Term	Expiration	New Expiration
Land Bank	Authority		Vacant	1 Year	12/31/2021	
Housing	Authority-Resident Member		Land, Barbara	1 Year	12/31/2021	
Land Bank	Authority	Farrow, Steve	Farrow, Steve	1 Year	12/31/2022	12/31/2023
Joint Development	Authority	Robertson, Frank	Robertson, Frank	1 Year	12/31/2022	12/31/2023
Joint Development	Authority	Davies, Bill	Davies, Bill	3 Year	1/31/2023	1/31/2026
Joint Development	Authority	Caperton, Bob	Maret, Mike	3 Year	12/31/2024	12/31/2024
Airport	Authority		Boyd, Earl	5 Year	12/31/2022	12/31/2027
Housing	Authority-Commissioner		Hill, Robert	5 Year	12/31/2022	12/31/2027
Health	Board	Weaver, Rodney	Weaver, Rodney	6 Year	12/31/2022	12/31/2028
WL&SF	Commission	Anthony, Ed	Long, Hal	5 Year	12/31/2022	12/31/2027
Recreation	Commission	Santiago, Hector	Lama, Juan	5 Year	12/31/2022	12/31/2027
Public Safety	Commission	Whitfield, Truman	Whitfield, Truman (Unexpired)	5 Year	12/31/2022	12/31/2027
Trade Center	Authority	Kinsey, Mike	Kinsey, Mike	1 Year	2/1/2023	2/1/2024
Historic Preservation	Commission	Meza, Manuel	Sellers, Kathryn	3 Year	2/1/2023	2/1/2026
Historic Preservation	Commission	Fincher, Reed	Fincher, Reed	3 Year	2/1/2023	2/1/2026
Historic Preservation	Commission - Chairman	Granillo, Jeff	Granillo, Jeff	3 Year	2/1/2023	2/1/2026

2023 Miscellaneous Appointments

Type	Appointment	Incoming Member	Current Member	Term	Expiration	New Expiration
Miscellaneous	Municipal Court Judge	Cowan, Robert	Cowan, Robert	1 Year	12/31/2022	12/31/2023
Miscellaneous	Mayor Pro-Tem	Harlan, Annalee	Harlan, Annalee	1 Year	12/31/2022	12/31/2023
Miscellaneous	Police Chief	Cason, Cliff	Cason, Cliff	2 Year	12/31/2022	12/31/2024
Miscellaneous	Fire Chief	Pangle, Todd	Pangle, Todd	2 Year	12/31/2022	12/31/2024
Miscellaneous	Fire Marshall	Daniel, Matthew	Daniel, Matthew	1 Year	12/31/2022	12/31/2023
Miscellaneous	City Attorney	Miller, Terry	Miller, Terry	1 Year	12/31/2022	12/31/2023

2023 Mayoral Appointments

Type	Incoming Member	Current Member	Expiration	New Expiration
Airport	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
Building	Pennington, David	Pennington, David	12/31/2022	12/31/2023
Building	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
Convention Visitors	Mock, Denis	Mock, Denis	12/31/2022	12/31/2023
Creative Arts Guild	Farrow, Steve	Farrow, Steve	12/31/2022	12/31/2023
Defined Contribution Committee	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
Downtown Development	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
DWCDC	Pennington, David	Pennington, David	12/31/2022	12/31/2023
Finance & Administration	Pennington, David	Pennington, David	12/31/2022	12/31/2023
Finance & Administration	All Council Members	All Council Members	12/31/2022	12/31/2023
Housing	Mock, Dennis	Goodlett, Tyree	12/31/2022	12/31/2023
Joint Development	Mock, Dennis	Mock, Dennis	12/31/2022	12/31/2023
Library	Farrow, Steve	Farrow, Steve	12/31/2022	12/31/2023
MPO Policy	Mock, Dennis	Mock, Dennis	12/31/2022	12/31/2023
Municipal Court	Farrow, Steve	Farrow, Steve	12/31/2022	12/31/2023
Pension	Pennington, David	Pennington, David	12/31/2022	12/31/2023
Pension	Mock, Dennis	Mock, Dennis	12/31/2022	12/31/2023
Public Safety	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
Public Works & Facilities	Goodlett, Tyree	Goodlett, Tyree	12/31/2022	12/31/2023
Public Works & Facilities	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
Recreation	Mock, Dennis	Mock, Dennis	12/31/2022	12/31/2023
Regional Development	Gowin, Kenny	Gowin, Kenny	12/31/2022	12/31/2023
Service Delivery	Harlan, Annalee	Harlan, Annalee	12/31/2022	12/31/2023
Service Delivery	Parker, Andrew	Parker, Andrew	12/31/2022	12/31/2023
Solid Waste Mgmt	Goodlett, Tyree	Goodlett, Tyree	12/31/2022	12/31/2023
Solid Waste Mgmt	Pennington, David	Pennington, David	12/31/2022	12/31/2023
TAD Policies	Mock, Dennis	Mock, Dennis	12/31/2022	12/31/2023
Technology	Goodlett, Tyree	Goodlett, Tyree	12/31/2022	12/31/2023
Trade Center	Farrow, Steve	Farrow, Steve	12/31/2022	12/31/2023
Tree	Farrow, Steve	Farrow, Steve	12/31/2022	12/31/2023
WL&SF	Farrow, Steve	Farrow, Steve	12/31/2022	12/31/2023